



**Consulting and Technical Services
Task Order Request for Proposals**

**NETWORK
&
DATABASE ADMINISTRATION
SUPPORT**

Issued By:

**Maryland State Department of Education
Office of Information Technology (OIT)**

This Task Order Request for Proposals has been designated as a Small Business Reserve in accordance with Title 14, Subtitle 5 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended by Chapter 75, Laws of Maryland 2004. The Task Order Agreement to be awarded under this Task Order Request for Proposals may be awarded only to businesses meeting the qualifications of a Small Business as defined in §14-501(c) of the State Finance and Procurement Article.

ISSUE DATE: TUESDAY, JUNE 27, 2006

CATS TORFP PROJECT NUMBER R00P6206621

TABLE OF CONTENTS

NOTICE TO MASTER CONTRACTORS	4
SECTION 1 - ADMINISTRATIVE INFORMATION	5
1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT	5
1.2 TO AGREEMENT.....	5
1.3 TO PROPOSAL SUBMISSIONS.....	5
1.4 EMARYLANDMARKETPLACE FEE.....	5
1.5 CONFLICT OF INTEREST	5
1.6 NON-DISCLOSURE AGREEMENT	6
1.7 LIMITATION OF LIABILITY CEILING.....	6
SECTION 2 - SCOPE OF WORK	7
2.1 PURPOSE, OIT INFORMATION AND BACKGROUND	7
2.2 PROFESSIONAL DEVELOPMENT	7
2.3 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES	7
2.4 PERFORMANCE EVALUATION AND STANDARDS	11
2.5 MITIGATION PROCEDURES.....	11
2.6 WORK HOURS.....	11
2.7 DELIVERABLES.....	12
2.8 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES	12
2.9 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS AND CERTIFICATIONS	13
2.10 CONTRACTOR EXPERTISE REQUIRED	13
2.11 SUBSTITUTION OF PERSONNEL	13
2.12 NON-PERFORMANCE OF PERSONNEL	14
2.13 INVOICING	14
2.14 CHANGE ORDERS	14
SECTION 3 – TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS	15
3.1 REQUIRED RESPONSE	15
3.2 FORMAT.....	15
SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT	17
4.1 EVALUATION CRITERIA	17
4.2 TECHNICAL CRITERIA.....	17
4.3 SELECTION PROCEDURES.....	17
4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT	17
SUBMIT THIS WITH THE TECHNICAL RESPONSE ATTACHMENT 2 – TASK ORDER AGREEMENT	18
ATTACHMENT 2 – TASK ORDER AGREEMENT	19
ATTACHMENT 3 - CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE	22
ATTACHMENT 4 - LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY	23
ATTACHMENT 5 – DIRECTIONS TO THE PRE-TO PROPOSAL CONFERENCE	25
ATTACHMENT 6 - ACCEPTANCE OF DELIVERABLE FORM	26
ATTACHMENT 7 - NON-DISCLOSURE AGREEMENT (OFFEROR)	27
ATTACHMENT 8 - NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)	28

KEY INFORMATION SUMMARY SHEET

This Small Business Reserve (SBR) Consulting and Technical Services (CATS) Task Order Request for Proposals (TORFP) is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. Only SBR CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Those SBR Master Contractors (herein referred to as Master Contractors) deciding not to submit a TO Proposal are required to submit the reason(s) why per Section 3.1 Required Response of the TORFP. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS RFP issued by the Maryland Department of Budget and Management, Office of Information Technology and subsequent Master Contract Project Number _____, including any amendments.

TORFP Title:	Database Administrator Senior Network Support Specialists
Functional Area:	Functional Area 6 - Systems/Facilities Management and Maintenance
TORFP Issue Date:	Friday, June 30, 2006
Closing Date and Time:	Friday, August 4, 2006 by 2:00 pm
TORFP Issuing Agency:	Maryland State Department of Education (MSDE) Office of Information Technology (OIT)
Send Questions and Proposals to:	Dorothy M. Bonner, Procurement Officer dbonner@msde.state.md.us
TO Procurement Officer:	Dorothy M. Bonner, Procurement Officer Maryland State Department of Education 200 West Baltimore Street Baltimore, MD 21201 Telephone: 410-767-0628; Fax: 410-333-2017 email: dbonner@msde.state.md.us
TO Manager:	Sidney Drake, Chief Information Officer Maryland State Department of Education Office of Information Technology 200 West Baltimore Street Baltimore, MD 21201 Telephone: 410-767-0861 Fax: 410-333-0257 email: Sdrake@msde.state.md.us
TO Project Numbers:	R00P6206621
TO Type:	Time & Materials
Period of Performance:	Two (2) years w/one (1) year renewal option
MBE Goal:	0%
Small Business Reserve (SBR)	Yes
Primary Place of Performance:	Maryland State Department of Education Office of Information Technology 200 West Baltimore Street Baltimore, MD 21201
State Furnished Work Site and/or Access to Equipment, Facilities or Personnel:	Workspace, telephones and workstations with Internet access will be provided for the Contractor's personnel. Hours of work are 8:30 am to 5:00 pm, local time.
TO Pre-Proposal Conference:	Wednesday, July 19, 2006 @ 10:00 AM, 200 West Baltimore Street 8 th Floor, CR 6 Baltimore, MD 21201

NOTICE TO MASTER CONTRACTORS

All Small Business Reserve (SBR) CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Those Master Contractors deciding not to submit a TO Proposal are required to submit the reason(s) why per Section 3.1 of the TORFP. If you have chosen not to propose to this TORFP, you must complete and email this notice to the TO Procurement Officer. If you are submitting a TO Proposal, we also ask that you take a few minutes and provide comments and suggestions regarding the enclosed TORFP.

TORFP Title: Database Administrator and Senior Network Support Specialist

TORFP No.: R00P6206621

1. If you have responded with a "not submitting Task Order Proposal", please indicate the reason(s) below:
- Other commitments preclude our participation at this time.
 - The subject of the TORFP is not something we ordinarily provide.
 - We are inexperienced in the services required.
 - Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
 - The scope of work is beyond our present capacity.
 - Doing business with the State of Maryland is too complicated. (Explain in REMARKS section.)
 - We cannot be competitive. (Explain in REMARKS section.)
 - Time allotted for completion of a Task Order Proposal is insufficient.
 - Start-up time is insufficient.
 - Bonding/Insurance requirements are too restrictive. (Explain in REMARKS section.)
 - TORFP requirements (other than specifications) are unreasonable or too risky.
(Explain in REMARKS section.)
 - Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
 - Payment schedule too slow.
 - Other: _____.

2. If you have submitted a Task Order Proposal, but wish to offer suggestions or express concerns, please use the Remarks section below.

Remarks:

Master Contractor

Name: _____ Date: _____

Contact Person: _____ Phone ____ - ____ - ____ email _____

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement. See Section 2.14 for information on change orders.

The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement; administration functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS Master Contract; and, in conjunction with the selected Master Contractor, achieving on budget/on time/on target (e.g., within scope) completion of the Scope of Work.

1.2 TO AGREEMENT

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 2 - Scope of Work. A specific TO Agreement, Attachment 2, will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the price proposal.

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the stated date and exact time. The time will be local time as determined by MSDE OIT's e-mail system time stamp. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP #R00P6206621. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP #R00P6206621 Technical". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP #R00P6206621 Financial".

1.4 eMARYLANDMARKETPLACE FEE

COMAR 21.02.03.06 requires that each Master Contractor that wins a TO Agreement under this TORFP pay a fee to support the operation of eMarylandMarketplace. The fee will be due on each TO Agreement that exceeds \$25,000. The applicable fee will be based on TO value, including any options. Contractors shall pay the fee as provided by COMAR 21.02.03.06 and in accordance with guidelines issued by the Maryland Department of General Services. A copy of COMAR 21.02.03.06 and the guidelines issued by the Maryland Department of General Services can be found on the eMarylandMarketplace website at www.eMarylandMarketplace.com.

The rate(s) or price(s) of the proposal/bid shall include the appropriate fee as per the COMAR 21.02.06.03 fee schedule. Fees may not be quoted as a separate add-on price. A total TO Agreement value that is other than an even dollar amount will be rounded to the nearest whole dollar to determine the appropriate fee level. For example, a total TO Agreement value of \$50,000.49 will be rounded to \$50,000 and a Level 1 fee will apply. A total TO Agreement value of \$50,000.50 will be rounded to \$50,001 and a Level 2 fee will apply.

1.5 CONFLICT OF INTEREST

Each TO Contractor awarded a TO Agreement shall provide Information Technology (IT) consulting services for DBM, and must do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit and Disclosure form included as Attachment 3 to this TORFP, with its TO Proposal. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

Master Contractors should be aware that the State Ethics Law, State Government Article, §15-508, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.

1.6 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at DBM, 45 Calvert Street, Annapolis, Maryland. Offerors who review such documentation will be required to sign the Non-Disclosure Agreement (Offeror) form included as Attachment 8 to this TORFP. Please contact the TO Procurement Officer of this TORFP to schedule an appointment if interested.

In addition, certain documentation may be required by the TO Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement (TO Contractor) form included as Attachment 8.

1.7 LIMITATION OF LIABILITY CEILING

Pursuant to Section 28(C) of the CATS Master Contract, the limitation of liability per claim under this TORFP shall not exceed the total TO Agreement amount established.

SECTION 2 - SCOPE OF WORK

2.1 PURPOSE, OIT INFORMATION AND BACKGROUND

2.1.1 PURPOSE

The Maryland State Department of Education (MSDE) Office of Information Technology (OIT) is issuing this CATS TORFP to obtain two senior network support resources to manage/support OIT's Wide Area Network services (WAN), Internet data center, content management servers, backend servers, and remote configurations and one separate resource to perform Oracle and SQL database administration services and related database tasks. With the required level of expertise, MSDE reserves the right to make selections from multiple TO Contractors.

2.1.2 OIT INFORMATION

The cornerstone of the MSDE OIT is its ability to meet its customer service commitments by providing access to stored information, maintaining information technology systems, and ensuring the integrity and confidentiality of information and the associated timely availability of systems to authorized users.

MSDE information system infrastructure plays a vital role in supporting business processes, customer services, contributing to operational and strategic business decisions, and in conforming to legal and statutory requirements.

The MSDE standard desktop operating system is Windows XP Professional with servers running Windows Advance Server 2003. Connectivity is by CISCO devices and access policies are managed by Microsoft Active Directory 2003. The current MSDE desktop environment is a mixture of 1500 Windows 2000 and Windows XP workstations, with Windows XP being the majority.

There are 125 Dell Power-Edge rack mounted servers and 32 Dell Blade Servers connecting to and EMC SAN solution. Additionally, there are 6 IBM E-servers with multi-processors, running Windows 2003 Advance Server, and Microsoft Data Center Server connected to an IBM Fast-T Storage Unit.

2.1.3 BACKGROUND

The OIT is located in downtown Baltimore, at 200 West Baltimore Street, Baltimore Maryland 21201. MSDE provides management and support services for the wide area network design, security, server environment and performance of its enterprise network, including connectivity to five MSDE data center locations and fourteen Child Care Administration Offices across the State.

The OIT is also responsible for maintaining the network printers, Websites and custom applications, including Oracle and SQL database applications, video conferencing, and Internet connectivity.

The OIT places high expectations upon its staff in terms of supporting and maintaining high-performance systems and databases and providing expert resolution to problems. Due to the growth of systems supported by OIT, limited resources currently available, recruitment efforts, and skill-sets of the existing staff, the need for senior network support and database administration resources has increased.

2.2 PROFESSIONAL DEVELOPMENT

Networking and database technology are continuously changing. In keeping with evaluating and implementing emerging database technologies and ensuring acceptable performance levels of the database instances, the TO contractors must ensure continuing education opportunities for the resources provided. Additionally, the TO contractors resources must keep up-to-date and be well versed in maintaining and updating the design, security, connectivity, and configurations to the network hosted at the MSDE Data Center.

2.3 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES

2.3.1 DATABASE ADMINISTRATOR DUTIES AND RESPONSIBILITIES

This position involves highly technical work of considerable difficulty and will function as the only onsite resource for the planning, designing, implementing, and maintaining the Oracle Databases for: MSDE Oracle H.R. application; MSDE Financial Data Warehouse (FDW); Accounting Financial Reporting of Grants System (AFR Grants); and 48 SQL instances including a 32 SQL cluster instances.

The DBA will apply updates, modify security, and develop procedures, as needed, to allow authorized staff access to the database. The DBA will have considerable latitude in administering this complex and sensitive area of responsibility. Responsibilities include monitoring performance of Financial Data-Warehouse and AFR Grants Oracle databases, administering policies, and developing functional procedures. The DBA recommendations and decisions will affect the administration and management of all divisions within the MSDE. The following are additional roles and responsibilities:

- A) Identify and resolve performance problems involving the applications and associated hardware.
- B) Work with network support staff to troubleshoot connectivity issues.
- C) Define system specifications, analyze malfunctions and develops solutions.
- D) Assure maximum utilization of existing hardware and resources.
- E) Establish and maintain operational procedures and practices.
- F) Maintain database security.
- G) Develop and monitor backup strategies.
- H) Manage, plan, and configure data view for front-end processes.
- I) Assist in setting long-range plans and goals for performance.
- J) Design, update and implement new scripts and applications.
- K) Provide operational and technical guidance as required.
- L) Interact with developers on SQL and Oracle support teams.
- M) Develop and update reports using Cognos ® reporting tools.
- N) Manage and support the entire data integration lifecycle using Informatica ®.
- O) Develop and update reports using Microsoft Crystal Report and SQL Report.
- P) **Oracle DBA:** Perform database upgrades; Table-space and storage management; database reorganization through export/import; database backups, recovery and restoration; Schema management including tables, indexes and partitions; resolving table locks; performance tuning including Oracle memory tuning; monitoring and fixing system issues; managing roll back segments; extent management; troubleshooting database errors; monitoring database growth; resolving user errors; Oracle WebDB administration tasks; Coordinate with the application vendor for application specific issues; TAR management and applying patches.
- Q) **SQL Server DBA administration:** Responsible for SQL Server 2000 and SQL Clustering administration; Daily monitoring of backups; restoration of databases; recovery of databases; creation and administration of new databases and user logins/permissions; monitoring data and transaction log file growth; resolving user issues and coordination with application vendors; SQL logs monitoring; creating test SQL environment for vendors/users; using DTS for data migration.
- R) **R*Stars refresh Administration:** The R*Star refresh uses FTP to receive a file each weekend from the Maryland State Comptroller's Office containing a complete copy of the MSDE financial information contained in the R*Stars in formation stored at the Comptroller's Data Center. Each week after it is received, the R*Star file with the MSDE information is used to refresh the MSDE Financial Data Warehouse. Since, the legacy CISC application at the Comptroller's Office has limited reporting abilities, the Management Staff at MSDE use Cognos and the Financial Data Warehouse to produce AHOC reports. At the start of each week, the DBA will verify and monitor the weekend R*stars refresh process and ensure that the data warehouses are updated properly and accurate; Troubleshoot and resolve issues with Informatica Powermart sessions; Interact with Annapolis Data Center (ADC) for issues with file transfer process; manage data transformation process and fixing errors; Follow up with users to ensure all encumbered grants in R*Stars populate to Grants database and troubleshoot missing grants. The RStar Refresh occurs each week after populating the Financial Data Warehouse, the DBA will execute scripts to build files to distribute warrant data to Remote MSDE sites at the Work Force Technology Center and Disability Determination Services where the local staff at each facility will import the data.
- S) **Cognos® Impromptu and Impromptu Web Reports Administration:** Regular administration of R*Stars and Grants catalogs; create Impromptu reports and publish in Impromptu Web Reports for user access; Impromptu report modifications and format changes and republish through Cognos Distribution Shuttle Builder.

- T) **Cognos® Impromptu Server Administration:** Coordinate with NT server administrators; administer various Cognos processes for Impromptu, Impromptu web reports, Cognos Powerplay, Netscape Directory Server; Troubleshoot and fix user errors; Monitor user requests and system performance.
- U) **Oracle Applications 11i DBA:** Regular database backups, db recovery and restoration; table-space and data-file management; Logical database backups using export/import utilities; Database refreshes from production to test instances; oracle system administration tasks; patching when required; TAR management; Loading regular and contractual payroll files into Oracle through SQL*Loader; Coordinate with Oracle Consultant.
- V) **Other non-regular task:** Create files by extracting data from the Financial Data Warehouse and use FTP to distribute files to other MSDE networks for their processing including Vendor table information and warrant interface information. Scripts to create these files are scheduled to execute every week. Additionally, the DBA will assist the MSDE Budget Branch by extracting data from Oracle Instances to be used as input to the HP3000 legacy accounting system.
- W) **Financial Data Warehouse System (FDW):** Maintain the financial accounting data of MSDE stored in Oracle database designed for end user querying and reporting. This mega database is populated by a series of processes that begin on the R*stars mainframe system. COBOL programs extract data from DB2 tables and data transformation and loading into FDW Oracle tables is done through Informatica Powermart. During every weekend, the R*stars refresh process is completed and so by the beginning of the week, the datawarehouse is up-to-date with data from the previous week. The users access the warehouse through Cognos Impromptu and Cognos Powerplay tools.
- X) **Grants AFR:** The Grant AFR application is used to manage grant revenue and expenditure amounts based on the grants awarded to LEAs and financial reports submitted by LEAs to MSDE. This Oracle database is an Online Transaction Processing (OLTP) system and supports grants creation, updates for data entry as well as report generation. This system is also fed from FDW for R*stars data and includes two types of subgrantee payments, federal fund (type one) and general fund (type two) which are interfaced to R*Stars. Users access this system through Cognos Impromptu and Cognos Impromptu Web Reports.**Oracle HR:** This Proprietary COTS System is used to track leave balances for all MSDE staff. This Oracle database is an Online Transaction Processing (OLTP) system and supports leave computations and payroll functions, This system interfaces with the MSDE Budget process, the State's Payroll System, FDW for R*stars data.

2.3.2 To Contractor Sr Network Support Specialists Duties and Responsibilities

The two TO Contractor FTEs will be involved in highly technical work of considerable difficulty and shall support connectivity to all MSDE data center locations using Cisco Wireless Bridges, Cisco Content Switches, Cisco routers, Cisco PIX firewalls, Cisco Wireless Access Points, Cisco Managed Switches, and provide support services for Citrix Metaframe client and server technology, including multi-server Metaframe XP and 1.8 farm.

In addition to designing and managing the WAN configuration, these resources shall use software for evaluation loads, uptime, and intrusion detection tools. MSDE is in process of building a business continuance plan and these resources will be involved in the design and implementation at the hot site located 60 miles south of the MSDE headquarters. The following are additional roles and responsibilities:

- A) Implement security releases, network upgrades, and operation of Local, Wide Area Networks, Network systems software, and CISCO hardware.
- B) Provide quality up-time performance of Internet Services, LAN/WAN protocols, design, operations, management, and control.
- C) Maintain firewalls at all MSDE sites and Microsoft VPN connectivity.
- D) Maintain local wireless virtual networks and the Enterprise to the State's Network Maryland initiative.
- E) Implement Virtual Tape Library (VTL) solution using DELL/EMC and ComVault ® service.
- F) Design and Implement and test a Remote Business Continuance solution of critical applications.
- G) Design and Implement Microsoft ISA Server 2004 ®.
- H) Design and Implement RSA Security Solution ®, MSDE for VPN users and Network Administrators.

- I) Preferred understanding of Federal **HIPAA** Regulations & Standards.
- J) Comprehend complex verbal and written instructions in English.
- K) Analyze user needs and design effective PC/LAN/WAN solutions.
- L) Solve problems and ensure effective operations of the networks and hardware.
- M) Perform long range capacity planning; make configuration, enhancement and security recommendations.
- N) Document various support process such as: Restart procedures, Review of logfiles, actions taken, and new processes.
- O) Train MSDE network specialists to perform daily support functions, and to verify network conditions such as: Verifying the backup process has completed, Scan logs for possible intrusion, verify CRM and BizTalk processes are completing.
- P) Manage a highly available WAN configuration, which includes, but is not limited to Cisco fail-over firewall configurations and Hot Standby Router Protocol (HSRP) Configurations
- Q) Manage and Configure Checkpoint Firewall-1[®] and CISCO PIX 525[®] solutions
- R) Administer VLAN technologies, including HSRP MSFC configurations
- S) Design, certify, implement and administer a wireless VLAN, using 802.11x technologies
- T) Install and manage secure access using Cisco's VPN 3000 series concentrator. Configuration efforts also to include client-to-site and site-to-site connectivity
- U) Execute vulnerability assessments and network penetration tests, using third party tools
- V) Provide management, with high-level analysis of all vulnerability tests and reports
- W) Manage a multi-site Cisco firewall, router, and switched network at all five Data Center locations, including such technologies as: EIGRP, OSPF, and BGP
- X) Configure and support Citrix Metaframe[®] client and server technology, including multi-server Metaframe XP and 1.8 farm
- Y) Assist in security policy review and design related to Server and WAN Connectivity
- Z) Monitor performance and security, using network management tools
- AA) Use Cisco Works[®] for SNMP management of LAN/WAN devices
- BB) Implement and manage Cisco QOS prioritization and Ethernet virtual circuits.
- CC) Monitor performance and patch management using Cisco Works
- DD) Configure and handle upgrades of Cisco IOS[®]
- EE) Develop and update Network Diagrams using Microsoft Visio[®]
- FF) Manage server Certificates using Verisign Secured Socket Layer[®]
- GG) Manage access controls Microsoft Certificate Authority Architecture[®]
- HH) Use NetTracker Web Log Analyzer[®] to monitor utilization
- II) Manage and Configure Symantec Enterprise Suite[®] for Client Desktops, Exchange, Content Filtering.
- JJ) Install and Manage patches for Microsoft 2003 Server[®]
- KK) Configure patches and monitor Microsoft Data Center Server[®]
- LL) Configure and manage Cisco Content Switch[®]
- MM) Manage and configure FTP services
- NN) Configure, update, and Manage the Secure Transport[®] Server
- OO) Configure, update, and manage the Xerox Docushare[®] Server
- PP) Configure, update, and manage Microsoft Portal Server[®]
- QQ) Configure, update, and manager Microsoft Content Management Server[®]
- RR) Manage and Configure Apache Web Server[®] Services.
- SS) Configure and support of Microsoft CRM[®]
- TT) Operate and monitor APC Symmetra[®] PX80Kw Series or similar Data Center Power Management System

- UU) Run and configure APC Infrastructure Manager® and command console
- VV) Support an Internet Data Center including: IIS Admin with SQL/Oracle Backend administration®
- WW) Configure and Administer of ComVault Galaxy Backup & Recovery Software®
- XX) Support and manager Active Directory in a Windows 2003 Server® environment
- YY) Support and manager of Microsoft Exchange 2003®
- ZZ) Support and configure management of Windows 2000 Data Center®
- AAA) Administer Rightfax® services
- BBB) Implement, upgrade and manage Sharepoint Portal® and Administration Experience
- CCC) Implementing and supporting KVM over IP solutions

2.4 PERFORMANCE EVALUATION AND STANDARDS

TO Contractor personnel will be evaluated by the TO Manager on a quarterly basis for assignments performed during that period. The established performance evaluation and standards are:

- A) Quality and expertise of services delivered.
- B) Assigned activities are completed in a timely and appropriate manner, ensuring minimum disruption to the customer, and in accordance with vendor licensing agreements and established policies.
- C) All connectivity, supporting hardware, and applications, including databases, e-mail and Internet access are performing as expected.
- D) Procedures are kept current and documented for distribution upon request. Information related to assign Support Service Requests is current and available for distribution upon request. Status of open Assigned Service Requests are documented and reported to affected customers.
- E) Hardware, databases and operating system patches are kept current.
- F) Interactions with staff and external vendors are done in a professional and non-disruptive manner.

2.5 MITIGATION PROCEDURES

Should an evaluation of any TO Contractor's personnel indicate poor or non-performance, the TO Manager will follow the established mitigation process, prior to requesting that the TO Contractor provide a replacement employee. The MSDE TO Manager will:

- A) Document and validate the problem.
- B) Allow the employee to take corrective measures, with scheduled re-evaluations to occur within 30 days.

2.6 WORK HOURS

- A) Services are expected to start within 10 days of Notice to Proceed and continue, Monday through Friday, at least 35 hours a week, until the service hours have been expended. Total number of hours shall not exceed 40 hours per week.
- B) A flexible work schedule will be used to handle any efforts outside the core hours.
- C) At times, the TO Contractor will need to be availability outside the hours of 7:00 AM – 6:00 PM. During this time an escort by MSDE staff is required.
- D) The TO Contractor, will contact the TO Manager, for
- E) Contractor must notify the TO Manager of any scheduled absence. Request for scheduled absences of more then three contiguous business days should occur three weeks in advance.
- F) Contractor will supply coverage during scheduled absences of more then 4 contiguous business days, excluding weekends.
- G) The Contractor shall strive to provide service availability of 99.5 percent or greater, excluding a weekly maintenance window of approximately 30 minutes or other pre-defined times.

The TO Manager shall be notified 48 hours in advance of scheduled maintenance activities that may impact site/system availability. Maintenance of 30 minutes or more shall be scheduled outside the core business hours. Maintenance outside of this schedule must have prior approval by the TO Manager.

2.7 DELIVERABLES

The TO Contractor shall be responsible for providing, on a continual basis for all assigned tasks, a full time DBA and two Network Resources as stated in this TORFP within the required timeframe as specified by the TO Manager.

2.7.1 Status Report

The TO Contractor shall be responsible for compiling and submitting to the TO Manager, a bi-weekly status report that summarizes the following:

- A) Individual bi-weekly timesheets for each TO Contractor FTE (Full Time Employee). The information on the timesheets must match the billed hours on the invoice for the covered period.
- B) Assigned work efforts and status (completed, work-in-progress, on-hold with anticipated date of completion) and issues identified.
- C) Emergency work efforts, including any issues identified.
- D) Proposed work activities for the next two weeks.

2.7.2 Delivery Schedule

ID	Deliverable	Expected Completion:
A	TO DBA CONTRACTOR 1-FTE (Section 2.9) TO Network Contractor 2-FTE (Section 2.10)	NTP + ONGOING NTP + ONGOING
B	Status Reporting (2.5.1)	NTP + ONGOING

2.8 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology work, which may be created or changed periodically. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting work execution. These may include, but are not limited to:

- A) The State’s System Development Life Cycle (SDLC) methodology at: www.dbm.maryland.gov - keyword: SDLC.
- B) The State Information Technology Security Policy and Standards at: www.dbm.maryland.gov - keyword: Security Policy.
- C) The State Information Technology Project Oversight at: www.dbm.maryland.gov - keyword: IT Project Oversight.
- D) The State of Maryland Enterprise Architecture at www.dbm.maryland.gov - keyword: MTAF Guiding Principles.
- E) The Maryland State Department of Education Enterprise Data Network standards and procedures.
- F) The TO Contractor resources for this TORFP shall obtain a Criminal Justice Information System (CJIS) State and Federal criminal background check

2.9 To Contractor Personnel Minimum Qualifications and Certifications

2.9.1 DBA Minimum Qualifications and Certifications

Individuals proposed for this TORFP must possess a Bachelor's degree and have at least five (5) years of practical experience as a senior resource, including certifications as an Oracle and Microsoft SQL Database Administrator. The required experience must be in the following technical areas:

- A) Working knowledge of a Database environment
- B) Windows Server 2003 and 2000
- C) Active Directory
- D) Oracle® Data Base Administration
- E) Oracle® Applications
- F) MS SQL® Data Base Administration
- G) MS SQL® Clustering Administration
- H) Cognos® Impromptu and Impromptu Web Reports Administration
- I) Cognos® Impromptu Server Administration

2.9.2 Contractor Sr. Network Support Minimum Qualifications and Certifications

The two Network Support FTE proposed for this TORFP must possess a Bachelor's degree in an Information Technology related field and have at least five (5) years of practical experience as a senior engineer with combined experience as a senior support resource. Possess certifications as a Microsoft Certified Systems Engineer (MCSE), CISCO CCNA, CCDA, Checkpoint CCA and Citrix CCSA.

The required experience must be in the following technical areas:

- A) Working knowledge of a complete network environment
- B) Windows Server 2003 and 2000
- C) Active Directory
- D) TCP/IP and DNS
- E) Microsoft Exchange 2003
- F) Server Security
- G) Backup and Recovery Methods
- H) File and Print services
- I) Terminal Services
- J) Switch Architecture
- K) Rack-mounting/Moving network equipment
- L) Monitoring server performance

2.10 CONTRACTOR EXPERTISE REQUIRED

Individuals proposed for this TORFP shall be capable of furnishing all necessary services required to successfully complete all tasks and work requirements and produce high quality deliverables described herein. The TO Contractor shall demonstrate, in its proposal, that it possesses such expertise in-house or has fostered strategic alliances with other firms for providing such services. Each of the three TO Contractor recourses shall effectively communicate in English both verbally and in writing (e.g. e-mail)

2.11 SUBSTITUTION OF PERSONNEL

The TO Contractor shall only propose staff available at the time of the TO Proposal and satisfy the personnel qualifications specified in the Master Contract. In addition, the TO Contractor shall abide by the substitution of personnel requirements in the Master Contract, Section 2.11.8.

2.12 NON-PERFORMANCE OF PERSONNEL

In the event that MSDE OIT is dissatisfied with the TO Contractor's personnel for not performing to the specified standards specified herein, the TO Contractor personnel may be removed from the project at the TO Manager's discretion. Both parties will be in full communication as to the nature of the dissatisfaction and will utilize previous mitigation efforts included herein, see section 2.5. Replacement personnel must have qualifications at least equal to or greater than that of the non-performing person initially proposed and evaluated and accepted in the TO Agreement. The TO Manager will determine the amount of time the TO Contractor has to provide a replacement.

2.13 INVOICING

Payment will only be made upon completion and acceptance of the deliverables as defined in this TO.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS Master Contract. Invoices for payment shall contain the TO Contractor's Federal Employer Identification Number, as well as the information described below, and must be submitted to the TO Manager for payment approval. Payment of invoices will be withheld if a signed TO Requesting Agency Acceptance of Deliverable form included as Attachment 6, is not submitted.

The TO Contractor shall submit invoices for payment upon acceptance of separately priced deliverables, on or before the 15th day of the month following receipt of the approved notice(s) of acceptance from the TO Manager. A copy of the notice(s) of acceptance shall accompany all invoices submitted for payment.

INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) The invoice shall identify the MSDE/OIT as the TO Requesting Agency, deliverable description, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- B) The reference for employees and any subcontractor and signed Acceptance of Deliverable form included as Attachment 6, for each deliverable being invoiced) submitted for payment to the MSDE/OIT at the following address: TO Contractor shall send the original of each invoice and supporting documentation (itemized billing):

Sidney Drake
Chief Information Officer
Maryland State Department of Education
Office of Information Technology
200 West Baltimore Street
Baltimore, MD 21201

- C) Invoices for final payment shall be clearly marked as "FINAL" and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

2.14 CHANGE ORDERS

If the TO Contractor is required to perform additional work, or if there is a work reduction due to unforeseen scope changes, the TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor's proposed rates in the Master Contract and SOW change. No Statement of Work (SOW) modifications shall be performed until a change order is executed by the TO Procurement Officer.

SECTION 3 – TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal or 2) a completed Notice to Master Contractors explaining why the Master Contractor will not be submitting a proposal.

3.2 FORMAT

If a Master Contractor elects to submit a TO Proposal, the Master Contractor shall do so in conformance with the requirements of this CATS TORFP. The TO Proposal shall provide the following:

3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE:

A) Proposed Services

- 1) **Requirements:** A detailed discussion of the Master Contractor's understanding of the work and the Master Contractor's capabilities, approach and solution to address the requirements outlined in Section 2.
- 2) **Assumptions:** A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.

B) Proposed Personnel

- 1) Identify and provide resumes for all proposed personnel by labor category.
- 2) Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in Section 2.9.
- 3) Complete and provide Attachment 4 – Labor Classification Personnel Resume Summary.
- 4) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.

C) Subcontractors

- 1) Identify all proposed subcontractors, including MBEs, and their full roles in the performance of this TORFP Scope of Work.

D) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide three examples of work assignments that the proposed personnel have completed that were similar in scope to the one defined in this TORFP. Each of the three examples must include a reference complete with the following:
 - a) Name of organization.
 - b) Name, title, and telephone number of point-of-contact for the reference.
 - c) Type and duration of contract(s) supporting the reference.
 - d) The services provided scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
 - e) Whether the proposed personnel are still providing these services and, if not, an explanation of why services are no longer provided to the client organization.
 - f) As part of its offer, each Offeror is to provide a list of all contracts with any entity of the State of Maryland that it is currently performing or which have been completed within the last 5 years. For each identified contract the Offeror is to provide:

- The State contracting entity
- A brief description of the services/goods provided
- The dollar value of the contract
- The term of the contract
- The State employee contact person (name, title, telephone number and if possible e-mail address)
- Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was not exercised.

Information obtained regarding the offeror's level of performance on State contracts will be considered as part of the experience and past performance evaluation criteria of the RFP.

E) State Assistance

- 1) Provide an estimate of expectation concerning participation by State personnel.

F) Confidentiality

- 1) A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE:

- A) A description of any assumptions on which the Master Contractor's Financial Proposal is based.
- B) Completed Financial Proposal - Attachment 1 including:

The Master Contractor should indicate on Attachment 1 the appropriate Labor Category being proposed, and the Fixed Hourly Labor Category Rate. Proposed rates are not to exceed the rates defined in the Master Contract.

SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT

4.1 EVALUATION CRITERIA

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate functional area responding to the CATS TORFP. In making the TO Agreement award determination, MSDE/OIT will consider all information submitted in accordance with Section 3.

4.2 TECHNICAL CRITERIA

The following are technical criteria for evaluating a TO Proposal in descending order of importance:

- The Master Contractor's understanding of the work to be accomplished.
- Experience performing the duties and responsibilities specified, experience, certifications, and education as described herein, of the Master Contractor's proposed personnel.

4.3 SELECTION PROCEDURES

- 4.3.1 Proposed personnel will be assessed for compliance with the minimum qualifications as outlined in this TORFP. Master Contractor's proposing personnel who fail to meet the minimum qualifications will be disqualified and their proposals eliminated from further consideration.
- 4.3.2 TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- 4.3.3 The State will conduct interviews with all personnel proposed in each TO Proposal that meets minimum qualifications.
- 4.3.4 Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- 4.3.5 The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit has greater weight than price.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, Purchase Order and by a Notice to Proceed authorized by the TO Procurement Officer.

ATTACHMENT 1 - SAMPLE PRICE PROPOSAL

PRICE PROPOSAL FOR CATS TORFP #R00P6206621

LABOR CATEGORIES

	A	B	C
Labor Categories for each proposed resource	Hourly Labor Rate	Total Class Hours	Total Proposed CATS TORFP Price
(Insert Proposed Labor Categories for DBA Resource)	\$	2080	\$
(Insert Proposed Labor Categories for first Network Resource)	\$	2080	\$
(Insert Proposed Labor Categories for second Network Resource)	\$	2080	\$
Total Evaluated Price			\$

Authorized Individual Name

Company Name

Authorized Individual Name

Company Name

Title

Company Tax ID #

* The Hourly Labor Rate is the actual rate the State will pay for services and must be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower.

SUBMIT THIS WITH THE TECHNICAL RESPONSE

ATTACHMENT 2 – TASK ORDER AGREEMENT

CATS TORFP# _____ OF MASTER CONTRACT _____

This Task Order Agreement (“TO Agreement”) is made this ___ day of MONTH, 2006 by and between the Task Order Contractor (TO Contractor) and the STATE OF MARYLAND, Department of Budget and Management (DBM).

IN CONSIDERATION of the mutual premises and the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a. “CATS TORFP” mean the Task Order Request for Proposals # F10P6200496 and/or F10P6200497, dated February 16, 2006, including any addenda.
 - b. “Master Contract” means the CATS Master Contract between DBM and the Master Contractor dated December 19, 2005.
 - c. “SBR Master Contractor” means Master Contractor for purposes of this TORFP.
 - d. “TO Procurement Officer” means Susan S. Woomer. DBM may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - e. “TO Agreement” means this signed TO Agreement between DBMTO and TO Contractor.
 - f. “TO Contractor” means the CATS Master Contractor awarded this TO Agreement, whose principal business address is _____ and whose principal office in Maryland is _____.
 - g. “TO Manager” means Robert Krauss of DBM. DBM may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS TORFP dated MONTH DAY, YEAR of TO Proposal – Technical.
 - i. “TO Proposal – Financial” means the Task Order Contractor’s financial response to the CATS TORFP dated MONTH DAY, YEAR of TO Proposal - Financial.
 - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
 - k. “TO Requesting Agency” means the Department of Budget and Management, as identified in the CATS TORFP.
2. Scope of Work
 - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend conflict with or supersede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 - Scope of Work of the CATS TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a. The TO Agreement,
 - b. Exhibit A – CATS TORFP;
 - c. Exhibit B – TO Proposal-Technical; and
 - d. Exhibit C – TO Proposal-Financial.

2.3 The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or any other person shall be treated as a change or entitle the TO Contractor to an equitable adjustment under this section. Except as otherwise provided in this TO Agreement, if any change under this section causes an increase or decrease in the TO Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the TO Agreement price shall be made and the TO Agreement modified in writing accordingly. The TO Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the TO Contractor shall be allowed if asserted after final payment under this TO Agreement. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause of the Master Contract. Nothing in this section shall excuse the TO Contractor from proceeding with the TO Agreement as changed.

3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS TORFP upon receipt of a NTP from the TO Manager. The term of this TO Agreement is for a period of insert time for performance, commencing on the date of NTP and terminating on **MONTH DAY, YEAR**.

4. Consideration and Payment

- 4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS TORFP and shall not exceed the total dollar amount of task order. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment. See Section 2.9 Change Orders of the TORFP.
- 4.2 Payments to the TO Contractor shall be made as outlined Section 2 - Scope of Work of the CATS TORFP, but no later than thirty (30) days after the TO Requesting Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the TO Requesting Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 4.3 Each invoice for services rendered must include the TO Contractor's Federal Employer Identification Number. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the TO Manager unless otherwise specified herein.
- 4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

IN WITNESS THEREOF, the parties have executed this TO Agreement as of the date hereinabove set forth.

TO Contractor Name

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, TO Requesting Agency

By: TO Procurement Officer

Date

Witness: _____

ATTACHMENT 3 - CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

- A) "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- B) "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a Bidder, Offeror, Contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- C) The Offeror warrants that, except as disclosed in Section D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- D) The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets as necessary):
- E) The Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the TO Agreement has been awarded and performance of the TO Agreement has begun, the TO Contractor shall continue performance until notified by the TO Procurement Officer of any contrary action to be taken.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____ By: _____

(Authorized Representative and Affiant)

SUBMIT WITH THE TECHNICAL RESPONSE.

ATTACHMENT 4 - LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 050R5800338.
2. Only labor classifications proposed in the Master Contractors Technical proposal may be proposed under the CATS TORFP process.
3. For each person proposed in any of the labor classifications, complete one Labor Classification Personnel Resume Summary to document how the proposed person meets each of the minimum requirements.

For example: If you propose John Smith who is your subcontractor and you believe he meets the requirements of the Group Facilitator, you will complete the top section of the form by entering John Smith's name and the subcontractor's company name. You will then complete the right side of the Group Facilitator form documenting how the individual meets each of the requirements. Where there is a time requirement such as three months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement.

4. Each form also includes examples of duties to perform. The proposed person must be able to fulfill those duties.
5. For each subject matter expert, the State will identify the particular area of expertise and the Master Contractor shall provide proof the individual has qualifications within that area of expertise.
6. Additional information may be attached to each Labor Classification Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.

ATTACHMENT 5 – DIRECTIONS TO THE PRE-TO PROPOSAL CONFERENCE

The Pre-Proposal Conference will be held:

Wednesday, July 19, 2006

10:00 AM

Maryland State Department of Education

200 West Baltimore Street

Baltimore, MD 21201

8th Floor, Conference Room 6

ATTACHMENT 6 - ACCEPTANCE OF DELIVERABLE FORM

Agency Name: Maryland State Department of Education

TORFP Title: Network & DBA Support

TO Manager: Sidney Drake, Chief Information Officer

To: TO Contractor's Contract Manager

The following deliverable, as required by TO Agreement #R00P6206621, has been received and reviewed in accordance with the TORFP.

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ISSUED BY THE TO MANAGER AS REQUIRED IN SECTION ??? OF THE TORFP.

ATTACHMENT 7 - NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non- Disclosure Agreement (the "Agreement") is made this ____ day of _____ 200_, by and between _____ (hereinafter referred to as "the OFFEROR") and the State of Maryland (hereinafter referred to as "the State").

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS TORFP # _____ for TORFP Project _____. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described in Section 1.7 Non-Disclosure Agreement of the TORFP, OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received under Section 1.7 Non-Disclosure Agreement of the TORFP, except in connection with the preparation of its TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to Susan S. Woomer (TO Procurement Officer) Department of Budget and Management on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: _____ BY: _____
NAME: _____ TITLE: _____
ADDRESS: _____

SUBMIT AS REQUIRED IN SECTION 1.7 (NON-DISCLOSURE AGREEMENT OF THE TORFP.)

ATTACHMENT 8 - NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

This Non-Disclosure Agreement (the "Agreement") is made as of this ___ day of _____, 200__, by and between the State of Maryland ("the State"), acting by and through its Department of Budget and Management (the "Department"), and _____ ("TO Contractor"), a corporation with its principal business office located at _____ and its principal office in Maryland located at _____.

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the "TO Agreement") for IV&V _____ (Assessment Name) TORFP # _____ dated _____, (the "TORFP") issued under the CATS procurement issued by the Department, Project Number 050R5800338; and

WHEREAS, in order for the TO Contractor to perform the work required under the TO Agreement, it will be necessary for the State to provide the TO Contractor and the TO Contractor's employees and agents (collectively the "TO Contractor's Personnel") with access to certain confidential information regarding _____ (the "Confidential Information").

NOW, THEREFORE, in consideration of being given access to the Confidential Information in connection with the TORFP and the TO Agreement, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties do hereby agree as follows:

1. Confidential Information means any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.
2. TO Contractor shall not, without the State's prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information provided by the State except for the sole and exclusive purpose of performing under the TO Agreement. TO Contractor shall limit access to the Confidential Information to the TO Contractor's personnel who have a demonstrable need to know such Confidential Information in order to perform under the TO Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the TO Contractor's personnel are attached hereto and made a part hereof as Exhibit A. Each individual whose name appears on Exhibit A shall execute a copy of this Agreement and thereby be subject to the terms and conditions of this Agreement to the same extent as the TO Contractor. TO Contractor shall update Exhibit A by adding additional names as needed, from time to time.
3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor's performance of the TORFP or who will otherwise have a role in performing any aspect of the TORFP, the TO Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.
5. TO Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the TO Contractor's personnel or the TO Contractor's former personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).
6. TO Contractor shall, at its own expense, return to the Department, all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the TO Agreement.
7. A breach of this Agreement by the TO Contractor or by the TO Contractor's personnel shall constitute a breach of the TO Agreement between the TO Contractor and the State.

8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor’s personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State’s rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor’s personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys’ fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor’s personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
9. TO Contractor and each of the TO Contractor’s personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.
10. The parties further agree that:
 - a. This Agreement shall be governed by the laws of the State of Maryland;
 - b. The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
 - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
 - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
 - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
 - f. The Recitals are not merely prefatory but are an integral part hereof.

TO Contractor/TO Contractor’s Personnel:

Name: _____

Title: _____

Date: _____

Department of Budget and Management:

Name: _____

Title: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.7 NON-DISCLOSURE AGREEMENT OF THE TORFP.

EXHIBIT A

**TO CONTRACTOR'S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS TO THE
CONFIDENTIAL INFORMATION**

Printed Name and Address
of Employee or Agent

Signature

Date
